



B. If your answer to A is Yes, describe the lawsuit in the space below. [If more than one lawsuit, describe on another sheet of paper using the same outline.]

1. Parties to this previous lawsuit:

Plaintiff: Michael Walton

Defendant(s): Hitachi Electronics

2. Court: SC Court of common Pleas  
(If federal court, name the district; if state court, name the county)

3. Docket Number: \_\_\_\_\_

4. Name(s) of Judge(s) to whom case was assigned: July 2001, about <sup>mw</sup>

5. Status of Case: settled  
(For example, was the case dismissed? Settled? Appealed? Still Pending?)

6. Date lawsuit was filed: July 2001, about

7. Date of disposition (if concluded): unknown

C. Do you have any other lawsuit(s) pending in the federal court in South Carolina?

Yes \_\_\_\_\_ No ✓

## II. PARTIES

In Item A below, place your name and address in the space provided. [If additional plaintiffs, do the same on another sheet of paper.]

A. Name of Plaintiff: Michael Walton

Address: 201 B, W. Butler Rd. #347 Mauldin, SC 29662

In Item B below, place the full name of the defendant, and his/her/its address, in the space provided. Use Item C for additional defendants, if any.

B. Name of Defendant: Cyrovac

Address: P.O. Box 338 803 N. Maple St  
Simpsonville, SC 29681

- C. *Additional Defendants (provide the same information for each defendant as listed in Item B above):*

SAME company  
 HR Rep. Beverley Harrison

### III. STATEMENT OF CLAIM

*State here, as briefly as possible, the facts of your case. Describe how each defendant is involved. Include also the name(s) of other persons involved, dates, and places. Do not give any legal arguments or cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Use as much space as you need. Attach extra sheets of paper if necessary.*

I WAS Fired While out on Medical Leave.  
 The Reason given was Job Abandonment.  
 Yet I kept in constant contact with  
 my Supervisor & with the HR Manager  
 I was told to call the company Insurance  
 company for pay. Since I was bed bound  
 there was no immediate need for the  
 pay. So I kept them informed of my condition -

III. STATEMENT OF CLAIM - *continued.*

At all times through phone calls  
and even sometime in person the never said  
I would be terminated if I did not call  
The Insurance company. I was terminated  
"allegedly" for Job Abandonment that  
classificate prevented me from being able  
to utilize the company Progressive disciplinary  
policy. which was in bad faith and nor  
fair dealing.

**IV. RELIEF.**

*State briefly and exactly what you want this court to do for you.*

I pray that the court reinstate my Job  
or have the Defendant reimburse my lose

*I declare under penalty of perjury that the foregoing is true and correct.*

Signed this 9 day of June, 20 06.

  
\_\_\_\_\_  
Signature of Plaintiff

COUNTY OF GREENVILLE  
MICHAEL J. WALTON  
COMPLAINT

(Jury Trial

Demanded)  
PLAINTIFF,

V.

CRYOVAC, INC.

DEFENDANT

COMES NOW Plaintiff, by Pro Se, and pleads and avers as follows:

1. Plaintiff is a resident of Greenville County, South Carolina and at all relevant times worked in Greenville.
2. Defendant Cryovac, Inc. conducts business in Greenville County.
3. This action is commenced under the common law of South Carolina.
4. Plaintiff began working for Defendant in January 22, 2001 and most recently worked as a press helper.

5. On or about June 9, 2003, Defendant terminated Plaintiff from his employment for allegedly abandoning his job.

6. Defendant has employment policies which mandate the procedures and processes by which an employee is disciplined and terminated. Defendant has published a progressive discipline policy in which an employee's discipline is dictated by the seriousness of the offense. Termination is the last step in the process and is only instituted when the employee had committed a serious offense.

7. Defendant failed to follow its progressive discipline policy with regards to Plaintiff. Plaintiff never received any warnings, write-ups or suspension prior to his termination.

8. Upon information and belief, Defendant's policies also mandate fairness, consistent treatment and honest communication to all of its employees and in administering its policies. Defendant's termination of plaintiff without following its progressive discipline policy was not fair nor consistent.

#### FIRST CAUSES OF ACTION BREACH OF CONTRACT

9. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 8 to the extent not inconsistent with the allegations in this first cause of action.

10. Defendant's policies mandated that before an employee could be terminated for performance problems, Defendant must first follow progressive discipline. Procedures such as going before a peer review board before termination. Further, upon information and belief, Defendant's policies also mandate fair and consistent treatment of its employees and in administering its policies. Thus,

Defendent's policies created an implied contract and altered the at-will status of Plaintiff.

11. Defendent breached its implied contract with Plaintiff when it terminated him without first giving him any **warnings, write-ups, or suspensions** as mandated by its progressive discipline policy.

12. Defendents allegations of job abandonment are completely false. Plaintiff followed all of Defendents policies and procedures while out on medical leave of absence verbal and other wise also remained in constant contact with Defendent and kept Defendent informed at all times of Plaintiffs medical condition.

13. Plaintiff suffered damages resulting from Defendent's breach of contract, including lost wages and benefits.

SECOND CAUSE OF ACTION  
BREACH OF THE IMPLIED COVENANT  
OF GOOD FAITH AND FAIR DEALING

14. Plaintiff incorporates by reference the allegations contained in paragraphs 1 though 13 of plaintiff's Complaint to the extent not inconsistent with the allegations contained in the Second Cause of Action.

15. Defendent's termination of Plainriff was in bad faith and thus breached the implied covenant of good faith and fair dealing.

16. As a result of Defendents breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered loss of income and benifits.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment in his favor and against the Defendent as follows:



- a. Award plaintiff actual and compensatory damages, including back pay and benefits;
- b. Award Plaintiff front pay and benefits;
- c. Award Plaintiff attorney's fees and cost; and
- d. Award Plaintiff other legal and/or equitable relief as this court may deem proper.

Dated this the 13 Day of June, 2006.

Respectfully submitted,

Michael J. Walton

Pro Se



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